

USSN 10/042,912  
Amendment dated 06/26/2006  
Responsive to Office Action of 04/25/2006

### **REMARKS/ARGUMENTS**

Claims 1-3 stand rejected under 35 U.S.C. §103(a) as being unpatentable over published patent application U.S. Pub. No. 2002/0095345 A1 (hereinafter referred to as Panelli et al.) in view of an article titled "Manufacturer-supplier relationship in a JIT environment" (hereinafter referred to as Chen).

Claims 4 and 8 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Panelli et al. in view of Chen and further in view of published patent application U.S. Pub. No. 2003/0110104 A1 (hereinafter King et al.).

Claims 1 and 8 have been amended to more clearly define the subject matter applicants regard as the invention.

Notwithstanding the amendment to claim 1, the rejection of claims 1-3 as being unpatentable over Panelli et al. in view of Chen in the Office Action dated as mailed 04/25/2006 is respectfully traversed for failing to establish a *prima facie* case of obviousness in compliance with 35 U.S.C. §103(a). Panelli et al. discloses a system and method for creating and managing a standing order whereby a customer may electronically create the standing order with a supplier where the standing order directs the supplier to periodically provide the customer with a desired quantity of products, goods and/or services at a desired frequency of delivery [0003]. A standing order creation page has a name box 118 that enables a customer to attach a name to a standing order [0048] and also has a purchase order number box 128 to enable a customer to provide a purchase order number associated with the customer [0052]. In this aspect, the standing order name and the associated purchase order number represent the same standing order information. The standing order name appears to be a matter of convenience for the customer so the customer can quickly associate the name of the standing order with a particular purchase order number, which is typically not as easy to remember.

The disclosure of Panelli et al. contemplates that a customer may place a plurality of standing orders, each having their own name and purchase order number

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[0059]. FIG. 11 in Panelli et al. illustrates a plurality of standing orders each having their own name and confirmation number, which is apparently generated by a data processing system. In this aspect, the plurality of standing orders represent discrete sets of data indicative of the specific order parameters associated with each standing order. A customer may select a desired standing order from a list of standing orders for review and/or editing [0033].

Applicant respectfully submits that the Examiner previously misapplied Panelli et al. with respect to the rejection of claims 1-4 and 8. As pointed out above, the standing order name box 118 and the purchase order number box 128 illustrated in FIG. 7 of Panelli et al. represent the same purchase order merely using different identifier terminology. This is clearly distinguishable from the invention as defined in amended claim 1, which recites, among other aspects, that a first data field and a second data field are provided in a Web page for inputting an original purchase order identifier and a new purchase order identifier. These are different purchase orders but contain common information with respect to a good being purchased by a buyer.

Also, amended claim 1 recites that the new purchase order identifier identifies an updated order containing new order information with respect to at least one good purchased by the buyer that modifies the original order information. In this aspect, the new purchase order information is associated with the original purchase order information with respect to the at least one good purchased by the buyer. This is clearly distinct from Panelli et al., which discloses a plurality of discrete purchase orders that are not associated with each other except for being in a common list. Thus, the standing order name box 118 and the purchase order number box 128 are not the same as the original purchase order identifier and a new purchase order identifier of amended claim 1, as previously suggested by the Examiner.

Furthermore, applicants respectfully disagree with the Examiner's combination of Panelli et al. and Chen to reject claims 1-3 under 35 U.S.C. §103(a), particularly in view of amended claim 1. More specifically, applicants respectfully submit that the Examiner has improperly isolated and emphasized the significance of a Just-In-Time (JIT) delivery schedule in support of the above rejection.

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Chen discloses various facets of a JIT system between a manufacturer and one or more suppliers. The evaluation of suppliers includes numerous components including quality, delivery and price, and the degree of importance accorded to each, among others (page 4, ¶ 4). While delivery is important, Chen recognizes that "failure to pay attention to flexibility concerning batch sizes and delivery of products will inevitably cause difficulty in further JIT development in China" (page 4, ¶ 4). In fact, product quality may be accorded the highest degree of importance as Chen discloses that quality "is the heart of any JIT system" and "JIT systems mandate quality parts" (page 4, ¶ 5). Also, a manufacturer may reduce buffer stocks when there is sufficient confidence in the supply relationship with its suppliers (page 5, ¶ 2). Thus, the disclosure of Chen teaches that while delivery schedules are important they are only one component in a successful JIT system and depend on other components of that system.

Consequently, one skilled in the art would not be motivated to arrive at the invention as claimed in amended claim 1 in view of Panelli et al. and Chen, for the reasons stated above with respect to Panelli et al., and because the teachings of Chen would not permit an updated purchase order to automatically keep an original delivery slot due to the many components involved in a JIT system. If a manufacturer were updating a purchase order these components would all need to be analyzed to determine what action should be taken, if any, with respect to a delivery schedule associated with that order. One skilled in the art may be motivated by Chen to develop an optimization model taking into account the various components of a JIT system in the event a manufacturer placed an updated order but they would not be motivated to keep a delivery slot as recited in amended claim 1 without further analysis.

Furthermore, Both Panelli et al. and Chen teach away from the invention as claimed in amended claim 1. With respect to Panelli et al., it teaches away from the invention as defined in amended claim 1 because Panelli et al. enables a user to change the frequency of delivery, which may inferentially modify delivery dates. This is in contradistinction to the invention as defined in amended claim 1, which ensures that an original delivery slot is assigned to the updated order so that the delivery slot is kept notwithstanding modifications made by the buyer to the original order. Panelli et al.

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teaches that a buyer may make unilateral changes to delivery frequency whereas the invention defined in claim 1 does not allow for such a change. This aspect emphasizes the importance buyers place on keeping their originally selected delivery date because typical buyers frequently must change their normal schedules so they can be at home to accept delivery of goods and/or services such as when a new appliance is going to be delivered to a household.

With respect to Chen, JIT takes into account many factors for optimizing the relationship between a manufacturer and supplier. Supplier evaluation and selection should be based on quality and delivery performance as well as price. One skilled in the art would not be motivated to keep an original delivery slot when an order is modified because keeping that date may not be in the best interests of the manufacturer/supplier relationship considering the complexities of a JIT system. Such a complex JIT system teaches away from assigning and keeping an original delivery slot because this may prevent or adversely impact other accommodations in the JIT system that may be utilized in response to the modified order.

Notwithstanding the amendment to claims 1 and 8, the rejection of claims 4 and 8 as being unpatentable over Panelli et al. in view of Chen and further in view of King et al. in the Office Action dated as mailed 04/25/2006 is respectfully traversed for failing to establish a *prima facie* case of obviousness in compliance with 35 U.S.C. §103(a).

The rejection of claim 4 and amended claim 8 is traversed for the reasons set for above with respect to Panelli et al. and Chen as applied to amended claim 1. In brief, the standing order name box 118 and the purchase order number box 128 are not the same as the original purchase order identifier and a new purchase order identifier of amended claim 1, as previously suggested by the Examiner. Also, the teachings of Panelli et al. and Chen, either alone or in combination, do not provide sufficient motivation to one skilled in the art to arrive at the invention as claimed in amended claims 1 and 8. Neither discloses or suggests anything with respect to relating a new purchase order identifier to an original delivery slot assigned to the original purchase order and assigning the original delivery slot to an updated order. Also, the teachings of Chen demand a far greater analysis before decisions are made with respect to

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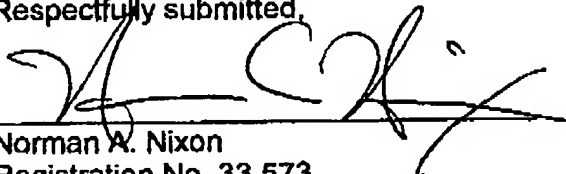
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modifications that may be made to a delivery schedule. Furthermore, King et al. does not teach, disclosure or otherwise motivate one skilled in the art to arrive at the invention as claimed in amended claims 1 and 8.

In view of the above, it is respectfully submitted that amended claims 1 and 8, and previously presented claims 2-4 are in condition for allowance. Applicants respectfully request reconsideration of this application and that this amendment be admitted because it puts the application in condition for allowance. In the alternative, applicants respectfully request that this amendment be admitted because it puts rejected claims 1-4 and 8 in better form for consideration on appeal.

The Examiner is invited to call the undersigned if clarification is needed on any aspects of this Reply/Amendment, or if the Examiner believes a telephonic interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,



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